

United States Bankruptcy Court
Northern District of Illinois

In re Richard J Ruich, Jr.

Debtor(s)

Case No. 15-20648

Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S) - AMENDED

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:
- | | | |
|---|----|-----------------|
| For legal services, I have agreed to accept | \$ | <u>1,250.00</u> |
| Prior to the filing of this statement I have received | \$ | <u>0.00</u> |
| Balance Due | \$ | <u>1,250.00</u> |
2. The source of the compensation paid to me was:
- ☒ Debtor ☐ Other (specify):
3. The source of compensation to be paid to me is:
- ☒ Debtor ☐ Other (specify):
4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
- ☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
 - c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - d. [Other provisions as needed]
6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: June 15, 2015

/s/ Joseph Weiler

Joseph Weiler 6301154
Robert J. Semrad & Associates, LLC
20 S. Clark Street
28th Floor
Chicago, IL 60603
(312) 913 0625 Fax: (312) 913 0631
rsemrad@robertjsemrad.com

CONTRACT FOR LEGAL SERVICES FOR REPRESENTATION IN A CHAPTER 7 BANKRUPTCY CASE

I do hereby retain the law firm of ROBERT J. SEMRAD & ASSOCIATES, LLC to represent my legal interests solely in a Bankruptcy case filed under Chapter 7 of the United States Bankruptcy Code. I further understand that this representation DOES NOT INCLUDE defending my interests in any adversary proceeding filed against me nor does this representation cover state court proceedings or criminal litigation.

I understand that Robert J. Semrad & Associates is not going to charge me for time spent prior to the filing of my Chapter 7 case preparing and filing my petition. I also understand that Robert J. Semrad & Associates may incur costs for such items as credit reports and tax transcripts for which it will not seek reimbursement.

After the bankruptcy case is filed, I agree to pay Robert J. Semrad & Associates **\$1,250.00** attorney fees plus costs in the amount of **\$335.00** to represent my interests in the preparation and attendance of the Section 341 Meeting of Creditors; review of any redemption agreements; review of any reaffirmation agreements; filing of any necessary amendments; case administration and monitoring; as well as post discharge review of my credit report to ensure reporting. I further understand and agree that additional professional legal services will result in additional fees that are due ROBERT J. SEMRAD & ASSOCIATES, LLC. Some of the additional services and fees are as follows:

Representation in an Adversary Proceeding	\$350.00/hr.
Adding additional bills	\$50.00
Motion to Reopen and Avoid Lien	\$1000.00
Motion to Reopen	\$350.00 + court costs
Preparation and execution of reaffirmation agreements	\$300 per collateral

I understand that these fees must be paid before such work will be completed. I acknowledge and agree that as the above additional fees constitute post-petition services, they are not dischargeable in my Chapter 7 case.

I understand that once my bankruptcy is filed, **I will not be legally obligated to pay any fees to Robert J. Semrad and Associates LLC.** Any fees owing to Robert J. Semrad & Associates and not paid as of the filing of the bankruptcy may be discharged in the bankruptcy and may not be collected by Robert J. Semrad & Associates LLC or its assignees. After my bankruptcy is filed, I may sign a second retainer agreement promising to pay unpaid fees for the remainder of my representation in consideration of services to be performed by Robert J. Semrad & Associates after the filing of my bankruptcy. I understand that I will be under no obligation to do so and can refuse to sign such an agreement. However, Robert J. Semrad & Associates LLC reserves the right to withdraw from my representation in the event that I do not sign a second retainer within 10 days after the filing of my case. I have been advised that I have a right to consult other counsel before I sign the second retainer. Further, if I do not wish for Robert J. Semrad & Associates to represent me, I always have the right to seek any other legal counsel.

I further understand that the fee of **\$1,250.00** to be paid pursuant to the terms of this Contract is a flat fee, and that this fee shall immediately become the property of Robert J. Semrad &

Richard J. Ruich
Matter Number 433505-001

Initial:  6/9/15

Associates, LLC in exchange for a commitment by Robert J. Semrad & Associates, LLC to provide the legal services described above. Said funds will be deposited into the main bank account owned by Robert J. Semrad & Associates, LLC and will be used for general expenses of the firm.

As ROBERT J. SEMRAD & ASSOCIATES, LLC has duties to me as its client, I likewise have responsibilities. I agree to fully cooperate with ROBERT J. SEMRAD & ASSOCIATES, LLC. This includes, but is not limited to, providing ROBERT J. SEMRAD & ASSOCIATES, LLC with all information necessary and related to my bankruptcy case. In addition, I must attend all scheduled Court hearings and meetings.

I understand that I am to notify my creditors of my bankruptcy case once my Chapter 7 case is filed. I understand that ROBERT J. SEMRAD & ASSOCIATES, LLC is not liable or responsible for any illegal collection actions taken by my creditors once my case is filed.*

I also understand that, if I am filing a joint case, the use of the personal pronouns "I", "me" or "my" are binding upon each signatory individually. I also understand that the laws of the State of Illinois are applicable to enforcement of this contract. Moreover, any change in this Contract is null and void unless it is in writing and signed by ROBERT J. SEMRAD & ASSOCIATES, LLC or an agent thereof.

Date: 6/9/15

Client

Client

Attorney

***DISCLAIMER**

The creditors listed in your bankruptcy petition will receive notice of your bankruptcy filing from the Clerk of the United States Bankruptcy Court. Please be advised that it will be several days before these creditors receive the notice. Therefore, if you are concerned about a particular creditor taking immediate action against you, contact this creditor directly and provide the creditor with a copy of your Notice of Bankruptcy Filing. This is especially important if you are at risk of having you vehicle repossessed, real estate foreclosed, or wages garnished.

deposited into the main bank account owned by Robert J. Semrad & Associates, LLC and will be used for general expenses of the firm.

As Robert J. Semrad, & Associates will begin to work on my file immediately after entering into this contract, I understand that any and all funds paid are not refundable. If I breach this agreement, I will be responsible for all costs associated with enforcing the terms of this contract including but not limited to court costs and attorney fees

As ROBERT J. SEMRAD & ASSOCIATES, LLC has duties to me as its client, I likewise have responsibilities. I agree to fully cooperate with ROBERT J. SEMRAD & ASSOCIATES, LLC. This includes, but is not limited to, providing ROBERT J. SEMRAD & ASSOCIATES, LLC with all information necessary and related to my bankruptcy case. In addition, I must attend all scheduled Court hearings and meetings.

I understand that I am to notify my creditors of my bankruptcy case once my Chapter 7 is filed. I understand that ROBERT J. SEMRAD & ASSOCIATES, LLC is not liable or responsible for any collection actions taken by my creditors once my case is filed.*

I also understand that, if I am filing a joint case, the use of the personal pronouns "I", "me" or "my" are binding upon each signatory individually. I also understand that the laws of the State of Illinois are applicable to enforcement of this contract. Moreover, any change in this Contract is null and void unless it is in writing and signed by ROBERT J. SEMRAD & ASSOCIATES, LLC or an agent thereof.

Date: 6/15/15

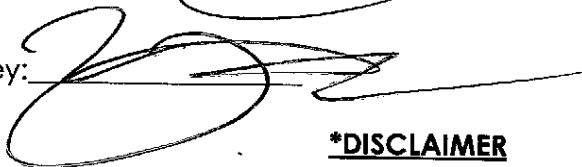
Time: 9:30 am

Client



Client _____

Attorney:



***DISCLAIMER**

The creditors listed in your bankruptcy petition will receive notice of your bankruptcy filing from the Clerk of the United States Bankruptcy Court. Please be advised that it will be several days before these creditors receive the notice. Therefore, if you are concerned about a particular creditor taking immediate action against you, contact this creditor directly and provide the creditor with a copy of your Notice of Bankruptcy Filing. This is especially important if you are at risk of having you vehicle repossessed, real estate foreclosed, or wages garnished.

CONTRACT FOR POST-PETITION CHAPTER 7 LEGAL SERVICES

Having been advised that I am not obligated to sign this agreement for future legal services and that I may consult with another attorney as to whether I should do so; and having been advised that any previous agreement to pay Robert J. Semrad & Associates LLC any additional money is now unenforceable pursuant to my filing bankruptcy; and having been further advised that I can choose to retain another attorney apart from Robert J. Semrad & Associates, LLC, I agree to the following:

I do hereby retain the law firm of ROBERT J. SEMRAD & ASSOCIATES, LLC to represent my legal interests solely in a Bankruptcy case filed under Chapter 7 of the United States Bankruptcy Code, case 15-20648. I understand that in addition to the attorney fees, I am responsible for any and all costs associated with said representation, including a filing fee in the amount of \$335.00. I further understand that this representation DOES NOT INCLUDE defending my interests in any adversary proceeding filed against me nor does this representation cover state court proceedings or criminal litigation.

Robert J. Semrad & Associates, LLC acknowledges that any fees owed prior to filing the bankruptcy are hereby uncollectable and will be discharged. I agree to pay and Robert J. Semrad & Associates agrees to accept **\$1,250.00** in attorney fees to represent my interests and the amendment, if necessary, of schedules; preparation and attendance of the Section 341 Meeting of Creditors; review of any redemption agreements; review of any reaffirmation agreements; and case administration and monitoring, as well as a post discharge review of my credit report to ensure accurate reporting. I further understand and agree that additional professional legal services will result in additional fees that are due ROBERT J. SEMRAD & ASSOCIATES, LLC. The additional services and fees are as follows:


Representing Client in Adversary Proceeding	\$300.00/hr.
Adding additional bills	\$50.00
Motion to Reopen and Avoid Lien	\$1000.00
Motion to Reopen	\$350.00 + court costs
Preparation and execution of reaffirmation agreements	\$300 per collateral

I understand that these fees must be paid before such work will be completed. I acknowledge and agree that as these additional fees constitute post-petition services, they are not dischargeable in my Chapter 7 case.

I understand that any fees owing to Robert J. Semrad & Associates and not paid as of the filing of the bankruptcy may be discharged in the bankruptcy and may not be collected by Robert J. Semrad & Associates LLC or its assignees. I am signing this agreement in contemplation of receiving further legal representation from Robert J. Semrad & Associates LLC. I understand that said fees will not be dischargeable once I sign this agreement.

I further understand that the fee of **\$1,250.00** to be paid pursuant to the terms of this Contract is a flat fee, and that this fee shall immediately become the property of Robert J. Semrad & Associates, LLC in exchange for a commitment by Robert J. Semrad & Associates, LLC to provide the legal services described above. Said funds will be

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